

1923

KENYA

338

3550

DATE

16<sup>th</sup> July, 1923

REC  
PL 17 JUL

Eastern  
of near  
C. Co., Ltd

CIRCULATION:  
Mr. Ruske  
Mr.  
Mr.  
U.S. of S.  
U.S. of S.  
Secretary of State

SUBJECT

Secret dealing with  
public in Mombasa

Send copy to all  
referred to in previous  
letter

Previous Paper

No. 9.

203/10

MINUTES

Does this now enable  
you to express an opinion  
on the Coy's claim?

W. Fitzgerald will be coming  
to C.O. some time next  
week & so will be  
available for discussion,  
if required.

ALP

18.7.23

W. Fitzgerald

It must not be disclosed without  
H.B.

H.B.

18/7

all - must not  
publish further comm -

ALP

18.7.23

ALP

P.T.O.

Copy of all papers  
sent to Fitzgerald  
due to Fitzgerald. etc. 4 SEP 1923  
The above - 24 Sept. 23 on 2495/23  
copy sent to Fitzgerald  
copy to [unclear] to 2.10.23 [unclear] 2.9.23/24

Subsequent Paper

2/



~~last November~~  
 last November

Mr Bottomley, Mr Bushe, you & I were present at a further discussion on this subject in Mr Bottomley's room on the 8<sup>th</sup> of August.

Mr Bushe considered that having regard to the terms of the correspondence which passed in 1906/7, the Company's claim to a right of collecting and delivering telegrams in ~~at~~ <sup>in</sup> ~~Nombasa~~ <sup>Nombasa Island</sup> was probably good.

Mr Bottomley was of opinion that a possible line of opposition to the claim of the ~~of~~ Coy. might be that the profits ~~derived~~ <sup>derived</sup> by the Gov. from ~~the~~ <sup>the</sup> traffic ~~at~~ <sup>in</sup> Nombasa Island had been taken into account in fixing the rates for up-country traffic & that the Gov. could not therefore surrender the Nombasa revenue to the Coy. without increasing the

up country rates, which would be detrimental to the public interest.

After some discussion it was agreed that it was necessary to consult the Governor before proceeding further, & the following is a rough outline of the steps which was suggested

1. refer (Conf. defn.) to L.F.

on 25062<sup>1/23</sup>, send copies of Com. since then with the Coy.

- enclosure for convenience of reference copies of the correspondence in the Com. stamp's print

Say that in view of the definite claim now advanced by the Coy. it is necessary to consider what attitude is to be adopted by the Govt.

That S. of S. is advised that if the Com. amounts to a contract in ~~the sense contended for~~ the fact that no formal

license to deal with the Coy. is not in itself a public has been issued

to the Coy. cannot be considered as barring their claim, in view of <sup>the</sup> the contract. So evident as in the correspondence enclosed

with the Coy's letter of 16

35507/23 July, [which] must be considered as equivalent to a <sup>license</sup> [contract.]

Point out that the arrangement covered by ~~the~~ the Coy's

~~letter of 28.1.07~~ that covers <sup>the</sup> ~~is~~ refer expressly not only

to the delivery by the Coy. of ltr. <sup>at</sup> <sup>island</sup> at 17 on Basa just also, in para (e) of Mr Forling's

letter of 28.1.07, to the reception by the Coy. of ltr. at Ji Kiliidini Cable Station &

that these arrangements were confirmed in Coy's letter of the 15 Feb. 1907.

Say however that [S/S  
 is advised] that it <sup>might</sup> ~~may~~  
 be possible to <sup>continue</sup> answer to the  
 Coy. that no attempt has  
 been made to exercise the  
 right which they claim -  
 - if S/S correctly understood this to be the case  
 (same only in the case of  
 one firm, Messrs Smith Barthelemy  
 & Co with whom they dealt  
 direct for some years before  
 the war by special arrangement)  
 and that if such right if it  
 can be held to have existed  
 it must now be regarded  
 as <sup>having</sup> lapsed; and further,  
 that although under the  
 arrangements confirmed in  
 1907 the Coy <sup>may have had</sup> ~~were given~~  
 the option either to deal direct  
 with the public without any  
 exchange being made to the

This is history

Have you possibly  
 consulted about this  
 H.B.

No No. That is  
 what happened in 1907  
 as we understand  
 it - It is all our  
 getting the history  
 to explain how  
 things passed.

public, or of dealing through  
 the <sup>terminal</sup> exchange being  
 made to the public for the  
 work performed by the <sup>terminal</sup> exchange,  
 the claim which they now  
 put forward, to ~~obtain~~  
 deal direct but to  
 retain the terminal charge  
 represents neither of these  
 alternatives and cannot  
 be substantiated by the  
 agreement made in 1907.  
 Add that S/S is disposed  
 to inform them further  
 that on the <sup>terminal</sup> rate on  
 up-coming traffic from  
 island stations routed  
 over the Coy's cable have  
 been determined after  
 taking into account the  
 revenue ~~traffic~~ accruing to the <sup>terminal</sup> exchange  
 from the <sup>terminal</sup> exchange service,

the surrender by the Gov<sup>t</sup>  
of this revenue would involve  
reversal of the ~~route~~ traffic  
from inland, a course which  
would be detrimental to the  
interests of the general public  
in Kenya & to which therefore  
S & S could not agree.

Say S & S wd be glad of  
the Gov<sup>t</sup>'s ~~view~~ <sup>point</sup> on the suspensions  
made above, but desire that  
before deciding definitely on  
any course of action it will be  
necessary for him to be furnished  
with a full report on the facts  
of the case, especially as to  
what firm the Coy has  
actually dealt with direct  
in the past, and what in the  
amount of revenue to the Gov<sup>t</sup>  
from Nairobi traffic involved.  
And ask whether Governor's <sup>advisers</sup>

an claim not.  
Consider that ~~there is no~~  
submitted to the committee 1937  
possibility of ~~refusing~~  
renewal if it were taken to the  
Coy's ~~claim~~  
Chair ~~and~~ on what grounds.

Say that the present  
Granting licence of the Coy.  
is due to expire on the 31<sup>st</sup> of  
Dec. next year, and  
whether the Governor considers  
that the renewal of this  
licence could be used as  
a factor in negotiating  
with the Coy. & what  
would be the effect of its

non-renewal if renewal  
were made dependent upon Coy not dealing  
direct with ~~goods~~ or ~~merchandise~~ & the  
Coy refused or such a ~~condition~~ <sup>8th</sup>  
to ~~renewal~~ <sup>renewal</sup> with  
appeal to renewal 9.8.23

? If ~~renewal~~ <sup>renewal</sup> ~~these~~  
lines but ~~renewal~~ <sup>renewal</sup>  
might from the ~~renewal~~ <sup>renewal</sup>  
risk if he has any  
business ab. he wd. wish  
to offer on the 1st -  
so that S & S may consider  
whether to proceed with  
proposed ~~renewal~~ <sup>renewal</sup> or at any

note to forward to the body.  
but it's possible to discuss with  
the signet.

- an interim reply to the  
Coq will also be required  
when we write to body.

act

9.8.23

H/S

115

8th. comm according to H.  
Read to see it after it has been  
referred to the signet.

6. Oct. 10. 8. 23

act

117

*Eastern & South African Telegraph Company Limited*

Enclosure

*Electric House, Moorgate*

35507

*London, E.C.2*

REC 17 JUL 23

16th July 1923.

No. 266.

*1c this*

*4c stamp*

Sir,

We beg to acknowledge the receipt of your letter <sup>*in J.*</sup> No 29580/1923, of the 4th instant, and to enclose printed copy of the <sup>*Manya*</sup> correspondence referred to in our letter of the 12th ultimo.

The Company's right to deal direct with the public in the Island of Mombasa is stated in the letter from Mr Gosling, 28th January 1907 (paragraph e), and in the official communication from the Earl of Elgin, 16th February 1907, (paragraphs 2 and 7).

I am, Sir,

Your obedient Servant,  
for Managing Director,

*Atkinson*

Traffic Accountant.

Under Secretary of State,  
Colonial Office, London, S.W.1.



*Eastern & South African Telegraph Company Limited*

Enclosure. *Electric House, Moorgate.*

35507

*London E.C.C.*

TO DIRECTOR

*No* Ta. 266.

JUL 25

16th July 1923.

*letter*

*Leech*

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The Company's right to deal direct with the public in the Island of Mombasa is stated in the letter from Mr Gosling, 28th January 1907 (paragraph e), and in the official communication from the Earl of Elgin, 16th February 1907, (paragraphs 2 and 7).

I am, Sir,

Your obedient Servant,  
for Managing Director,

*W. Bourdine*

Traffic Accountant.

Under Secretary of State,  
COLONIAL OFFICE, LONDON, S.W.1.

URGENT

AT 5:00

SIR,

I have been advised that the Board of Directors of the Company has decided to call a meeting of the Board of Directors for the 15th instant, and I am sorry that I cannot attend on that date. I am, however, sending you a copy of the minutes of the Board of Directors for the 15th instant, and I am sure that you will find them of interest. I am, Sir, very respectfully,  
Your obedient servant,  
For Managerial Director,  
The Anglo-Siam Corporation Limited.

Your obedient servant,  
For Managerial Director,  
The Anglo-Siam Corporation Limited.

The Anglo-Siam Corporation Limited.

THE OFFICE LONDON, E.W.1.

FOR TRAFFIC EXCHANGED WITH BRITISH EAST  
AFRICA PROTECTORATE, AT MOMBASA.

RESPONDENCE from 20th December, 1906, to 5th March, 1907.

The Eastern Telegraph Company, Limited.  
The Eastern & South African Telegraph  
Company, Limited.

ELECTRA HOUSE, FINSBURY PAVEMENT,  
LONDON, E.C.

20th December, 1906.

GOSLING, ESQ.,

St. Ermin's Hotel,

Caxton Street, Westminster S.W.

DEAR SIR,

Referring to our interview yesterday, on the subject of the exchange of telegrams between the Government Telegraph Department of the British East Africa Protectorate and this Company, I now beg to put in writing the basis discussed, subject to the approval of your Government and the Boards of the Associated Companies.

*Telegrams from British East Africa.*

From Inland Offices, the Company to debit for the United Kingdom the full tariff notified to the public in the Island of Mombasa.

From Mombasa Island, on similar telegrams collected by the Government, the Company to debit

a tariff made up of the exact equivalent in rupees of franc tariff, less the amount of the terminal for the time being.

On telegrams collected by the Company at its own office, no terminal rate will be charged by the Government, the Company retaining the total amount charged to the public.

*Telegrams to British East Africa.*

To Inland Offices, the Company to credit the Government with a terminal of 20 cents of a rupee.

To Mombasa Island, when delivered by the Government, the Company to credit a terminal of 4 cents of a rupee.

To Mombasa Island, when delivered by the Company, no terminal outpayment due by the Company.

The notified terminal rate for Inland Offices in British East Africa will be reduced from 40 centimes to 35 centimes, the Company undertaking to charge in the United Kingdom a sterling equivalent of 3d. for the same, and pay at Mombasa on a rupee equivalent of 20 cents.

The British East Africa Protectorate agrees to take for Mombasa Island a reduction of 50 per cent. for British and Colonial Government and Press telegrams.

a tariff made up of the exact equivalent in rupees of the franc tariff, less the amount of the terminal for the time being.

On telegrams collected by the Company at its own office, no terminal rate will be charged by the Government, the Company retaining the total amount charged to the public.

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The British East Africa Protectorate agrees to take for Mombasa Island a reduction of 50 per cent for British and Colonial Government and Press telegrams.

In the event of a future reduction in the through rate between Europe and Mombasa, the British East Africa Protectorate will consider the policy of a round terminal charge for the whole of British East Africa, including Mombasa Island.

The rate of collection to be 60 cents of a rupee to the franc and a rounding up to an even figure, resulting on the present tariff from Mombasa to Europe of rupees 1.90 and to Zanzibar of 40 cents of a rupee.

This arrangement to come into operation from the date the new rupee cent currency is adopted, probably 1st April, 1907.

It is suggested that the office hours of the Company's Station at Kilindini shall be 8 a.m. to 3 p.m., and 4.30 p.m. to 7.30 p.m.

I hand you herewith particulars of the traffic exchanged over the Company's Mombasa Cable for the years 1903, 1904 and 1905.

Yours truly,

for Managing Director,

W. HIBBERDINE,

*Traffic Accountant.*

a tariff made up of the exact equivalent in rupees of the franc tariff, less the amount of the terminal for the time being.

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To Mombasa Island, when delivered by the Company, no terminal outpayment due by the Company.

The notified terminal rate for Inland Offices in British East Africa will be reduced from 40 centimes to 35 centimes, the Company undertaking to charge in the United Kingdom a sterling equivalent of 3d. for the same and pay at Mombasa on a rupee equivalent of 20 cents.

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This arrangement to come into operation from the date the new rupee cent currency is adopted, probably 1st April, 1907.

It is suggested that the office hours of the Company's Station at Kilindini shall be 8 a.m. to 1 p.m., and 2.30 p.m. to 7.30 p.m.

I enclose herewith particulars of the traffic exchanged over the Company's Mombasa Cable for the years 1903, 1904 and 1905.

Yours truly,

for Managing Director,

W. HIBBERDINE,

*Traffic Accountant.*

ST. ERMIN'S HOTEL,  
LONDON, S.W.

28th January, 1907

SIR

With reference to your letter of the 20th December last, and to subsequent correspondence regarding the proposed terminal credit on cablegrams for Mombasa, and the revised charges necessitated by the adoption of a local currency, I have the honour to inform you that, on recommending the acceptance, by my Government, of the basis discussed at our interview on Friday last, the following —

*Mombasa Cablegrams.*

a. Your Company will credit the Government of the East Africa Protectorate with 4 cents per word for ordinary traffic, and 2 cents per word for Government and Press traffic in respect of all cablegrams delivered by the Mombasa Post Office.

b. The charge to the public for cablegrams from the Mombasa Post Office to Europe shall be Rs. 1.83½ cents per word; of which the Government will credit your Company with Rs. 1.83½ cents.

c. The charge to the public for cablegrams from Mombasa to Zanzibar to be 40 cents per word; of which this your Company will receive 33½ cents.

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d. In respect of all other cable traffic from the Mombasa Post Office your Company will receive the exact equivalent, in rupees and cents of a rupee, of the Franc tariff, less 4 cents of a rupee per word of private messages and 2 cents per word of Government and press messages. The exchange between the French and Rupee currencies to be at the rate of 60 cents of a rupee to one franc.

e. In the case of cablegrams handed in at the Kilindini Cable Station, your charges will be similar to those made at the Mombasa Post Office on like traffic.

f. The present supplementary charge of 6 annas per message levied by the Government on Mombasa cablegrams shall be discontinued.

*Up Country Cablegrams.*

g. The joint terminal for East Africa and Uganda shall be notified internationally as 35 centimes, with the understanding that your Company accepts 3d. as the sterling equivalent of the same in the United Kingdom and pays 20 cents as the rupee equivalent in East Africa. This 20 cents to apply to all classes of traffic irrespective of the country of origin.

A. For cablegrams from Mainland your Company is to receive the same rates as are charged to the public for similar traffic by the Mombasa Post Office.

10 1/4 2/10  
ST. ERMIN'S HOTEL,  
LONDON, S.W.

28th January, 1907

SIR,

With reference to your letter of the 20th December last, and to subsequent correspondence regarding the proposed terminal credit on cablegrams for Mombasa, and the revised charges necessitated by the adoption of a central currency, I have the honour to inform you that I am recommending the acceptance, by my Government, of the basis discussed at our interview on Friday last, as follows:—

*Mombasa Cablegrams.*

a. Your Company will credit the Government of the East Africa Protectorate with 4 cents per word for ordinary traffic, and 2 cents per word for Government and Press traffic in respect of all cablegrams delivered by the Mombasa Post Office.

b. The charge to the public for cablegrams from the Mombasa Post Office to Europe shall be Rs. 1.00 cents per word, of which the Government will credit your Company with Rs. 1.83½ cents.

c. The charge to the public for cablegrams from Mombasa to Zanzibar to be 40 cents per word, of which your Company will receive 33½ cents.

312

d. In respect of all other cable traffic from the Mombasa Post Office your Company will receive the exact equivalent, in rupees and cents of a rupee, of the Franc tariff, less 4 cents of a rupee per word of private messages and 2 cents per word of Government and press messages. The exchange between the French and Rupee currencies to be at the rate of 60 cents of a rupee to one franc.

e. In the case of cablegrams handed in at the Kilindini Cable Station, your charges will be similar to those made at the Mombasa Post Office on like traffic.

f. The present supplementary charge of 6 annas per message levied by the Government on Mombasa cablegrams shall be discontinued.

*Up Country Cablegrams.*

g. The joint terminal for East Africa and Uganda shall be notified internationally as 35 centimes, with the understanding that your Company accepts 3d. as the sterling equivalent of the same in the United Kingdom and pays 20 cents, as the rupee equivalent in East Africa. This 20 cents to apply to all classes of traffic irrespective of the country of origin.

A. For cablegrams from Mainland your Company is to receive the same rates as are charged to the public for similar traffic by the Mombasa Post Office.



*Previous Overcharge on Government Cables.*

2. Your Company undertakes to make a ~~settled~~ <sup>settlement</sup> in respect of the overcharges on Government telegrams which have been made for several years past.

3. I am greatly obliged by your kindness in supplying me the various returns and documents bearing upon the business of our interviews. They have been of great assistance to me.

I have the honour to be, Sir,

Your obedient servant,

J. GOSLING.

W. H. HARRISON, Esq.,

Traffic Accountant,

Eastern Telegraph Company, Ltd.,

London.

The Eastern Telegraph Company, Limited.

ELECTRA HOUSE,

FINSBURY PAVEMENT, E.C.

1st February, 1907.

J. GOSLING, Esq.,

Master-General for British East Africa,

St. Ermin's Hotel,

Carton Street, Westminster, S.W.

I have the honour to acknowledge the receipt of your letter of the 28th January, and beg to confirm the basis of the arrangement between your Department and my Company, for the terminal rates of British East Africa telegrams exchanged between us at Mombasa, which I am prepared to advise your Government to approve.

This arrangement will be submitted to the Boards of Associated Companies as soon as possible, and we will advise you of the result.

With reference to Clause 2 of your letter, I have the pleasure to inform you that our Superintendent at Zanzibar has been instructed to refund to the British East Africa Protectorate at Mombasa the total amount of profit collected on British Government telegrams, from the

*Previous Overcharge on Government Cables.*

2. Your Company undertakes to make a suitable refund in respect of the overcharges on Government telegrams which have been made for several years past.

3. I am greatly obliged by your kindness in sending me the various returns and documents bearing upon the business of our interviews: they have been of great assistance to me.

I have the honour to be, Sir

Your obedient servant,

J. GOSLING.

W. HIBBERDINE, Esq.,

Traffic Accountant,

Eastern Telegraph Company, Ltd.,

London.

The Eastern Telegraph Company, Limited.

ELECTRA HOUSE,

FINSBURY PAVEMENT, E.C.

1st February, 1907.

J. GOSLING, Esq.,

Consul General for British East Africa

St. Ermin's Hotel,

Caxton Street, Westminster, S.W.

I have the honour to acknowledge the receipt of your letter of the 27th January, and beg to confirm the basis of the arrangement between your Department and my Company, for the terminal rates of British East Africa telegrams exchanged between us at Mombasa, which I am prepared to advise your Government to approve.

This arrangement will be submitted to the Boards of Associated Companies as soon as possible, and we will advise you of the result.

With reference to Clause 2 of your letter, I have the pleasure to inform you that our Superintendent at Zanzibar has been instructed to refund to the British East Africa Protectorate at Mombasa the total amount of profit collected on British Government telegrams, from the

1st January, 1903, to the 30th November, 1902, rounding the collecting charge of 15 annas to one rupee.

The refund for the period from 1st December, 1902, to the date when the rate of 15 annas is put into operation, will be made later.

I am, Sir,

Your obedient Servant,

for Managing Director,

W. HIBBERDINE

*Traffic Accountant*

**The Eastern Telegraph Company, Limited.**

ELECTRA HOUSE,

FINSBURY PAVEMENT, E.C.

6th February, 1907.

J. GOSLING, Esq.,

Post-General for British East Africa,

St. Ermin's Hotel,

Caxton Street, Westminster, S.W.

In further reference to your letter of the 28th ultimo, in reply of the 1st instant, we beg to confirm the rounding arrangement made verbally this morning:—

In order to avoid charging half rupee cents in the accounts, it is agreed that the Company in debiting the Government on telegrams from Mombasa Island and the Mainland shall round up or down according to the actual returns at the time of the issue of the various rates, with a view to avoiding any loss to the Government or the Company for such rounding up or down.

In accordance with the foregoing, it is suggested:—

(A.) That the Company rounds down on Ordinary European traffic, claiming Rs.1'83 in place of Rs.1'83½.

8  
1st January, 1903, to the 30th November, 1905, rounding the collecting charge of 15 annas to one rupee.

The refund for the period from 1st December, 1905, to the date when the rate of 15 annas is put into actual operation, will be made later.

DEAR Sir

Your obedient Servant.

for Managing Director,

W. HIBBERDINE

*Traffic Accountant*

The Eastern Telegraph Company, Limited.

ELECTRA HOUSE,

FINSBURY PAVEMENT, E.C.

6th February, 1907.

GOSLING, Esq.,

Agent-General for British East Africa.

St. Ermin's Hotel,

Caxton Street, Westminster, S.W.

In further reference to your letter of the 28th ultimo, in reply of the 1st instant, we beg to confirm the arrangement made verbally this morning —

In order to avoid charging half rupee cents in the accounts, it is agreed that the Company in debiting the Government on telegrams from Mombasa Island and the Mainland shall round up or down according to the returns at the time of the issue of the various rates, with a view to avoiding any loss to the Government or the Company for such rounding up or down.

In accordance with the foregoing, it is suggested:—

(A.) That the Company rounds down on Ordinary European traffic, claiming Rs. 1.83 in place of Rs. 1.834.

(B.) That the Company rounds up on Government traffic to Europe, claiming 92 cents in place of 91½ cents.

(C.) That the Company rounds up on Zanzibar Ordinary traffic, claiming 34 cents in lieu of 33½ cents.

(D.) That the Company rounds down on other traffic to the nearest cent of a rupee.

Yours, Sir,

Your obedient Servant,

for Managing Director,

W. HIBBERDINE,

*Traffic Accountant*

## Colonial Office,

DE WINDING STREET,

16th February, 1907.

15

I am directed by the Earl of Elgin to inform you that attention has been drawn to certain anomalies which exist at present in the rates charged for telegraphic communication between the United Kingdom and the East Africa Protectorate.

In the first place, Lord Elgin is informed that the Eastern Telegraph Company have undertaken to deliver telegrams from England at Mombasa for a fixed word, the Company's system does not extend to Kilindini, and that the transmission and delivery of telegrams between that place and Mombasa have fallen to the Protectorate Government. For this work, which has not properly been carried out by the Company, a charge of six annas a message has been levied by the Protectorate Government. This charge, being additional to the published tariff for telegrams to and from Mombasa, is objectionable in principle.

Secondly, an extra charge for cablegrams to and from places in the interior of the Protectorate or in the interior of Zanzibar has been fixed at four annas a word. This charge has been chosen as being the regular rate of double the rate for telegrams, but it is, in fact, in excess of that rate,

(B.) That the Company rounds up on Government traffic to Europe, claiming 92 cents in place of 91½ cents.

(C.) That the Company rounds up on Zanzibar Ordinary traffic, claiming 34 cents in lieu of 33½ cents.

(D.) That the Company rounds down on all other traffic to the nearest cent of a rupee.

Yours, Sir,

Your obedient Servant,

for Managing Director,

W. HIBBERDINE,

*Traffic Accountant*

Colonial Office,

DOWNING STREET

15th February 1907.

15

I am directed by the Earl of Elgin to inform you that attention has been drawn to certain anomalies which exist at present in the rates charged for telegraphic communication between the United Kingdom and the East Africa Protectorate.

In the first place, Lord Elgin is informed that, when the Eastern Telegraph Company have undertaken to deliver telegrams from England at Mombasa for a word, the Company's system does not extend to Kilindini, and that the transmission and delivery of telegrams between that place and Mombasa have fallen to the Protectorate Government. For this work, which has not properly have been carried out by the Company, a charge of six annas a message has been levied by the Government. This charge, being additional to the published tariff for telegrams to and from Mombasa, is objectionable in principle.

Secondly, an extra charge for cablegrams to and from places in the interior of the Protectorate or in Mombasa has been fixed at four annas a word. This charge has been chosen as being the regular rate of double the rate for telegrams and telegrams, but it is, in fact, in excess of that rate,

since the addresses of inland telegrams are at present transmitted free, while a charge is made for such telegrams when the addresses of cablegrams.

4. Thirdly, it appears that, although the Government cablegrams should be half the public rate, i.e. 3d. a word, it has been the practice of the Company to charge one rupee (i.e. 4d.) a word for Government messages from the Protectorate.

5. These matters have been brought to Lord Elgin's notice in connection with the revision of the telegrams rates, which is rendered necessary by the adoption of the decimal division of the rupee as from the 1st of April 1902. They have been discussed by representatives of the Company and the Postmaster-General of the East Africa and Uganda Protectorates, and I am to transmit to you, accompanied by a copy of correspondence on the subject between Mr. Gosling and the Traffic Accountant of the Company, embodying a provisional basis for a settlement.

6. Their proposals involve—

(1) in regard to Mombasa cablegrams, the continuance of the charge of six annas a message subject to the Government receiving a portion of the charge by the Company as compensation for the cost of the terminal charge.

(2) in respect of up-country cablegrams, the adoption of an international extra rate of 35 cents per word on telegrams to East Africa, the equivalent

of this being taken to be 3d. in the United Kingdom, and payment being made by the Company to the Government at the rate of 20 cents a word.

(3) a refund to the Government of the extra charge of 1d. a word on Government telegrams. Lord Elgin understands that this will amount to about £192.

(4) certain modifications connected with the determination of rates in the new decimal coinage.

After consulting the Commissioner of the East Africa Protectorate, Lord Elgin is willing to confirm the proposals contained in Mr. Gosling's letter to Mr. Hibberd of the 28th of January, subject to two minor alterations designed to avoid the use of fractions of a cent, namely, the adoption of R.1.83 and 34 cents as the rates to be applied to the Company in respect of telegrams from Mombasa to Europe and Mombasa to Zanzibar respectively.

His Lordship will be glad if the Eastern Telegraph Company are able to confirm this settlement on their part, and as it is very desirable that the necessary arrangements should come into force on the 1st April, I am to request that the Company's decision may be communicated at an early date.

I am, Sir,

Your obedient Servant,

R. L. ANTROBUS.

The Managing Director,  
Eastern Telegraph Company, Limited,  
Electra House.

Mr. Hibberdine  
to  
Mr. Gosling,  
Dec. 28th.  
Mr. Gosling  
to  
Mr. Hibberdine,  
Jan. 28th.

since the addresses of inland telegrams are not transmitted free, while a charge is made for each word of the addresses of cablegrams.

4. Thirdly, it appears that, although the rate for Government cablegrams should be half the public rate 1s. 3d. a word, it has been the practice of the Company to charge one rupee (1s. 4d.) a word for Government messages from the Protectorate.

5. These matters have been brought to Lord Elgin's notice in connection with the revision of the telegraphic rates, which is rendered necessary by the adoption of the central division of the rupee as from the 1st of April. They have been discussed by representatives of the Company and the Postmaster-General of the East African and Uganda Protectorates, and I am to transmit to you a copy of correspondence on the subject between Mr. Gosling and the Traffic Accountant of the Company, embodying a provisional basis for a settlement.

6. Their proposals involve—

(1) in regard to Mombasa cablegrams, the continuance of the charge of six annas a message subject to the Government receiving a portion of the charge by the Company as compensation for the loss of the terminal charge.

(2) in respect of up-country cablegrams, the adoption of an international extra rate of 35 cents per word on telegrams to East Africa, the equivalent

of this being taken to be 3d. in the United Kingdom, and payment being made by the Company to the Government at the rate of 20 cents a word.

(3) a refund to the Government of the extra charge of 1d. a word on Government telegrams. Lord Elgin understands that this will amount to about £192.

(4) certain modifications connected with the determination of rates in the new central coinage.

7. After consulting the Commissioner of the East African Protectorate, Lord Elgin is willing to confirm the proposals contained in Mr. Gosling's letter to Mr. Hibbert of the 28th of January, subject to two minor alterations designed to avoid the use of fractions of a cent, and the adoption of R.1.83 and 34 cents as the rates to be admitted to the Company in respect of telegrams from Mombasa to Europe and Mombasa to Zanzibar respectively.

8. His Lordship will be glad if the Eastern Telegraph Company are able to confirm this settlement on their part, and it is very desirable that the necessary arrangements should come into force on the 1st April, I am to request that the Company's decision may be communicated at an early date.

I am, Sir,

Your obedient Servant,

R. L. ANTROBUS.

The Managing Director,  
Eastern Telegraph Company, Limited,  
Electra House.

Mr. H. B. Osborne  
to  
Mr. Gosling,  
Dec. 29th,  
Mr. Gosling  
to  
Mr. Hibbert,  
Jan. 28th.



# The Eastern Telegraph Company, Limited

ELECTRA HOUSE,  
FINSBURY PAVEMENT,  
LONDON, E.C.

18th February, 1907.

The Under Secretary of State,

Colonial Office, London, S.W.

SIR,

I have the honour to acknowledge the receipt of your letter No. 4981/1907, of the 16th instant, relative to cable charges for telegrams exchanged with the British East Africa Protectorate, and to confirm the arrangements as set forth in the letters exchanged between this Company and Mr. Gosling, the Postmaster-General of British East Africa, and dated 20th December, 1906 and 28th January, 1907, respectively.

With regard to the two minor alterations referred to in paragraph 7 of your letter, I have to inform you that the modifications agreed to were as set forth in our letter to Mr. Gosling of the 6th instant, a copy of which is enclosed for your information, and refers to four categories of traffic and I shall be glad to receive your formal confirmation of these four principles.

I am, Sir,  
Your obedient Servant,  
for Managing Director,

W. HIBBERDINE,  
*Traffic Accountant*

## Colonial Office,

DOWNING STREET,

28th February, 1907.

6667/1907.

I am directed by the Earl of Elgin to acknowledge the receipt of Mr. Hibberdine's letter of the 18th February, and to inform you that his Lordship approves of the adoption of the suggestions contained in the letter to Mr. Gosling of the 6th of February for the purpose of reducing the occurrence of half cents in the charges for telegraph business between Mombasa and other places.

I am, Sir,

Your obedient Servant,  
R. L. ANTRØBUS.

Managing Director,  
Eastern Telegraph Company, Limited.

# The Eastern Telegraph Company, Limited

ELECTRA HOUSE,  
FINNSBURY PAVEMENT,  
LONDON, E.C.

18th February 1907

The Under Secretary of State,

Colonial Office, London, S.W.

SIR,

I have the honour to acknowledge the receipt of your letter No. 4931/1907, of the 16th instant, relative to cable charges for telegrams exchanged with the British East Africa Protectorate, and to confirm the arrangements as set forth in the letters exchanged between this Company and Mr. Gosling, the Postmaster-General of British East Africa, and dated 20th December 1906 and 28th January 1907, respectively.

With regard to the two minor alterations referred to in paragraph 7 of your letter, I have to inform you that the modifications agreed to were as set forth in our letter to Mr. Gosling of the 6th instant, a copy of which is enclosed for your information, and refers to four categories of traffic and I shall be glad to receive your formal confirmation of these four principles.

I am, Sir,

Your obedient Servant,

for Managing Director,

W. HIBBERDINE,

*Traffic Accountant*

## Colonial Office,

DOWNING STREET,

28th February, 1907.

4067/1907.

I am directed by the Earl of Elgin to acknowledge the receipt of Mr. Hibberdine's letter of the 18th February, and to inform you that his Lordship approves of the adoption of the suggestions contained in the letter to Mr. Gosling of the 6th of February for the purpose of reducing the occurrence of half cents in the charges for telegraph business between Mombasa and other places.

I am, Sir,

Your obedient Servant,

R. L. ANTROBUS.

Managing Director,

Eastern Telegraph Company, Limited.

# The Eastern Telegraph Company, Limited

ELECTRA HOUSE,  
FINSBURY PAVEMENT,  
LONDON, E.C.

5th March, 1907

The Under Secretary of State,  
Colonial Office,  
London, S.W.

SIR,

We beg to acknowledge the receipt of your letter No. 6667/1907, of the 28th ultimo, and to inform you that the necessary instructions have been given for the notification of the tariffs for traffic exchanged with Mozambique on the basis of the arrangement in question.

I am, Sir,

Your obedient Servant,

for Managing Director,

W. HIBBERDINE,

*Traffic Accountant*

M.L. 35567/

25 Kemera

Sir

20 July 1923

DRAFT.

I am to act. the receipt

of your letter of the 16<sup>th</sup> of July.

No F.A. 266, on the subject

of ~~the right of~~ direct dealings

with the public in the island

of Non-basa, and to inform

you that the matter is received

- Consider

A further comment will

be sent to you in due course

(Signed) H. J. READ

Traffic Accountant  
of a firm  
Telegraph Coy LtdMINUTE.Leed <sup>19</sup>/<sub>25</sub>

M. J. Read

Davis.

Grindle.

Read.

J. Masterton Smith.

Ormsby-Gore.

of Devonshire.

Read

17.1.35 50/23 Kenya

Confidential

DRAFT.

Amol  
43957  
S. G.


17<sup>th</sup> August 1923

Mr. Gerald, Esq.

with reference to the discussion which took place

MINUTE.

Your visit to the C.O. on the 26<sup>th</sup> of July last, I am etc. to transmit to you, for ~~perusal~~ perusal and return, the draft of a Confidential despatch, with enclosures, which he proposes to address to The Acting Governor of Kenya, on the subject of the claim put forward by

- Mr. Seel <sup>17.8.23</sup>
- Mr. Bushe 14
- Mr. Parker 
- Mr. Davis.
- Sir G. Grindle.
- Sir H. Road.
- Sir J. Macartain Smith.
- Mr. Ormsby-Gore.
- Duke of Devonshire.

2/11 to OAG herewith, with all enclosures. to be copied now pending with date later

2/11. (OAG to ETC. required when Mr. Reddie)

the Eastern and S. African  
Telegraph Company Ltd  
to deal direct with  
the public in New Guinea  
Island.

2 ~~Dear Sir~~

Whether you have any  
objections to offer upon  
the <sup>draft</sup> proposed despatch  
in order that the Duke  
of Devonshire may consider  
whether <sup>(the proposed despatch)</sup> it should be  
expended or whether you  
~~it should be forwarded~~

Sydney  
2 The Duke of Devonshire

would be glad to learn  
whether you have any  
objections to offer on the draft,  
in order that he may  
consider whether the

the Eastern and S. African  
Telegraph Company Ltd  
to deal direct with  
the public in New base  
Island.

2. ~~I am Denying~~

Whether you have any  
objections to offer upon

<sup>draft</sup>  
the proposed despatch

in order that the Duke  
of Devonshire may consider

whether <sup>(the proposed despatch)</sup> it should be

amended or whether your

objection should be forwarded

Syds.  
2. The Duke of Devonshire

would be glad to learn

whether you have any

objections to offer on the draft,

in order that he may

consider whether the

proposed despatch should  
be amended, or whether  
a copy of your objections  
should be transmitted  
to the Acting Governor  
together with the despatch.

DRAFT.

2

MINUTE.

3 I am to request  
that you will reply to  
this letter at your  
earliest convenience.

(Signed) H. J. READ

Mr.

Mr.

Mr.

Mr. Davis.

Sir G. Grindle.

Sir H. Read.

Sir J. Masterton Smith.

Mr. Ormsby-Gore.

Duke of Devonshire.

See how on

R 15 AUG  
D 17

35507/23 Kenya

F 43957/23 Kenya

be typed first and  
draft, to send to  
Mr. Fitzgerald.

~~Pl. draft~~

August 1923

DRAFT.

Sir

Confidential

With reference to my

17 August 23

Confidential despatch of

MINUTE.

- Mr. Seel <sup>12.8.23</sup>
- Mr. Bashe <sup>14</sup>
- Mr. Parkes <sup>14</sup>

25062/23

the 31<sup>st</sup> of May. I have etc

- Mr. Davis.
- Mr. G. Grindle.
- Mr. H. Read.
- Mr. J. Masterton Smith.
- Mr. Ormsby-Gore.
- Duke of Devonshire.

to list to you, for your

consent, the acc<sup>y</sup> copies

of further correspondence

with the Eastern and

South African Telegraph

Company, Limited.

regarding the claim of

the Coy. to deal direct

copy (in original) T. Fitzgerald

In enclosed see next leaf



Enclosures.

From E.T.C. 12 June 1901

To E.T.C. 24 July

From E.T.C. 26 July

a copy of all enclosed

(this paper)

i.e. the  
of the  
and the

with the public on  
Nombona Island. For  
convenience of reference,  
a copy of the correspondence  
referred to in the Com's  
letter of the 16<sup>th</sup> of July  
~~is~~ also enclosed.

2. In view of the  
definite claim now  
put forward by the Com.  
in ~~the~~<sup>the</sup> letter of the 12<sup>th</sup> of  
June, it is necessary  
to consider carefully the  
~~attitude~~ attitude to be  
adopted by the Gov<sup>t</sup> in  
meeting that claim.

3. In para 2 of

Enclosures.

From E.T.C. 12 June

To E.T.C. 4 July

From E.T.C. 16 July  
a copy of all enclosed

(this paper)

cc. to  
JNK  
and  
to

with the public on  
Nambana Island. For  
convenience of reference,  
a copy of the correspondence  
referred to in the Coy's  
letter of the 16<sup>th</sup> of July  
is also enclosed.

2. In view of the  
definite claim now  
put forward by the Coy.,  
in the letter of the 12<sup>th</sup> of  
June, it is necessary  
to consider carefully the  
~~attitude~~ attitude to be  
adopted by the Gov<sup>t</sup> in  
meeting that claim.

3. In para 2 of

25062/125

DRAFT.

MINUTE.

- Mr. [unclear]
- Mr. Grindle.
- Mr. Road.
- Mr. Masterton Smith.
- Mr. Ormsby-Gore.
- Mr. [unclear] of Devonshire.

The Fitzgerald's letter to  
the C.O. of the 17<sup>th</sup> of June,  
a copy of which was  
enclosed with my despatch  
under reference, mention  
was made of the fact that  
the question of the actual  
grant of a licence to the  
Company, empowering  
them to deal direct with  
the public, has never been  
discussed. I am, however,  
advised that if the  
correspondence enclosed  
with the Coy's letter of the  
16<sup>th</sup> of July amounts to a

(this paper)

Enclosures

From E.T.C. 12 June 1902

To E.T.C. 4 July

From E.T.C. 16 July  
a copy of all enclosed



(his paper)

1. On 12 June  
2. On 4 July  
3. On 16 July

with the public on  
Nombara Island. For  
convenience of reference,  
a copy of the correspondence  
referred to in the Coy's  
letter of the 16<sup>th</sup> of July  
is also enclosed.

2. In view of the  
definite claim now  
put forward by the Coy.,  
in the letter of the 12<sup>th</sup> of  
June, it is necessary  
to consider carefully the  
~~attitude~~ attitude to be  
adopted by the Com<sup>rs</sup> in  
meeting that claim.

3. In para 2 of

250624/125

The Fitz Gerald's letter to  
the C.O. of the 17<sup>th</sup> of May,  
a copy of which was  
enclosed with mine despatch  
under reference, mention  
was made of the fact that  
the question of the actual  
grant of a licence to the  
Company, empowering  
them to deal direct with  
the public, has never been  
discussed. I am, however,

advised that if the  
correspondence enclosed  
with the Coy's letter of the  
16<sup>th</sup> of July amounts to a

DRAFT.

MINUTE.

- Mr. ...
- Mr. ...
- Mr. ...
- Mr. ...
- Mr. ...
- Mr. ...
- Mr. ...

(his paper)

Contract, in the sense  
contended ~~for~~ by the  
Company, the fact that  
no formal licence has  
been issued cannot  
be considered as barring  
the Company's claim,

<sup>since</sup>  
~~but~~ the contract so arrived

at must be held as  
equivalent to a licence.

The arrangements covered

by the correspondence in

question refer expressly

not only to the delivery

by the Coy. of tele to

Noumea Island, but

also, in para (c) of the

Forling's letter of the

Contract, in the sense  
contended for by the  
Company, the fact that  
no formal licence has  
been issued cannot  
be considered as barring  
the Company's claim,  
since the contract so arrived  
at must be held as  
equivalent to a licence.

The arrangements covered  
by the correspondence in  
question refer expressly  
not only to the delivery  
by the Coy. of tele. to  
Noumea Island, but  
also, in para (c) of Mr  
Forling's letter of the

28<sup>th</sup> of January, 1907, to  
the reception of tele. by  
the Coy. at its ~~office~~  
Kilindini Cable Station.

DRAFT.

3

MINUTE.

These arrangements were  
confirmed in Colonial Office  
No. 431  
letter of the 15<sup>th</sup> of Feb., 1907.

4. I understand  
that the Coy. have <sup>(at any time)</sup> not  
dealt direct with the  
public in Noumea Island,  
save only in the case  
of one firm, Messrs. Smith  
MacKenzie & Co., with  
whom they so dealt, by  
special arrangement, for

Denis

Orville

Read

Masterton Smith

Ormsby-Gore

Devonshire

Some years before the  
War. If this is the  
case, ~~I am inclined~~  
~~to consider that~~ it may  
be possible to contend that  
<sup>with no exception</sup>  
as no attempt has been  
made to exercise the  
right which the ~~patent~~  
Company claim, such  
right, if it can be held  
to have existed, must  
now be regarded as  
having lapsed. I should  
be glad to learn what is  
the opinion of your Legal  
Advisers on this point.

5. It will be observed  
that the Coy. base their  
claim partly upon  
para 2 of C.O. letter of

Some years before the  
war. If this is the  
case, ~~I am inclined~~  
~~to consider that~~ it may  
be possible to contend that  
<sup>with our exceptions</sup>  
as no attempt has been  
made to exercise the  
right which the ~~said~~  
Company claim, such  
right, if it can be held  
to have existed, must  
now be regarded as  
having lapsed. I should  
be glad to learn what is  
the opinion of your Legal  
Advisers on this point.

5. It will be observed  
that the Coy base their  
claim partly upon  
para 2 of C.O. letter of

the 15<sup>th</sup> of February, 1907,  
which points out that  
the transmission and delivery  
of ltr. between Kilindini  
and Mombasa <sup>(a practice</sup> had fallen  
upon the Coy. but that  
their work should <sup>properly</sup> have  
been carried out by the  
Company. It would  
appear, however, that  
the intention of that  
para was to point out  
that under the arrangements  
which had previously  
been arrived at, the  
Coy had been given the  
option either of dealing  
direct with the public,

DRAFT.

MINUTE.

- 1. Davis.
- 2. Grindle.
- 3. Read.
- 4. Masterton Smith.
- 5. Ormsby-Gore.
- 6. de Monroville.

with out any ~~extra~~ terminal  
rate being levied on the  
public, or of dealing through  
the Gov<sup>t</sup>, a terminal charge  
being <sup>paid by the Gov<sup>t</sup></sup> ~~made to the public~~  
for the work performed by  
the Gov<sup>t</sup>; and to protest  
that as a matter of actual  
practice, neither of these  
alternatives was being  
employed, but that the  
Gov<sup>t</sup>, although dealing  
through the Gov<sup>t</sup>, was not  
making any payment  
for the work involved to the  
Gov<sup>t</sup>, which had <sup>thus</sup> been  
compelled to levy an  
additional terminal  
charge of six annas a



with out any ~~extra~~ terminal  
 rate being levied on the  
 public, or of dealing through  
 the Gov<sup>t</sup>, a terminal charge  
 being <sup>paid by the Coy</sup> ~~made to the public~~  
 for the work performed by  
 the Gov<sup>t</sup>; and to protest  
 that as a matter of actual  
 practice, neither of these  
 alternatives was being  
 employed, but that the  
 Coy, although dealing  
 through the Gov<sup>t</sup>, was not  
 making any payment  
 for the work involved to the  
 Gov<sup>t</sup>, which had <sup>thus</sup> been  
 compelled to levy an  
 additional terminal  
 charge of six annas a

DRAFT.

MINUTE.

- Mr. ...
- Mr. ...
- Mr. ...
- Mr. Masterton Smith
- Mr. ...
- Mr. ... of Devonshire.

message upon the public.  
 The result of this protest  
 was that the arrangements  
 set forth in the Coy's letter  
 of the 20<sup>th</sup> of December, 1906  
 to Mr. Gosling, and Mr  
 Gosling's letter to the Coy  
 of the 28<sup>th</sup> of Jan 1907, were  
 confirmed by the Coy. in  
 their letter of the 12<sup>th</sup> of <sup>1907</sup> ~~1906~~  
 and it would appear that  
 from that time the Coy.  
 have paid the Gov<sup>t</sup> for the  
 work of delivery and  
 reception of tele. in Rowena  
 Island.

6. I understand  
 from discussions with

with out any ~~extra~~ terminal  
rate being levied on the  
public, or of dealing through  
the Gov<sup>t</sup>, a terminal charge  
being <sup>paid by the Gov</sup> ~~made to the public~~  
for the work performed by  
the Gov<sup>t</sup>; and to protest  
that as a matter of actual  
practice, neither of these  
alternatives was being  
employed, but that the  
Gov<sup>t</sup>, although dealing  
through the Gov<sup>t</sup>, was not  
making any payment  
for the work involved to the  
Gov<sup>t</sup>, which had <sup>long</sup> been  
compelled to levy an  
additional terminal  
charge of six annas a

without any ~~extra~~ terminal  
 rate being levied on the  
 public, or of dealing through  
 the Gov<sup>t</sup>, a terminal charge  
 being <sup>paid by the Coy</sup> ~~made to the public~~  
 for the work performed by  
 the Gov<sup>t</sup>, and to protest  
 that as a matter of actual  
 practice, neither of these  
 alternatives was being  
 employed, but that the  
 Coy, although dealing  
 through the Gov<sup>t</sup>, was not  
 making any payment  
 for the work involved to the  
 Gov<sup>t</sup>, which had <sup>long</sup> been  
 compelled to levy an  
 additional terminal  
 charge of six annas a

message upon the public.

The result of their protest  
 was that the arrangements  
 set forth in the Coy's letter  
 of the 20<sup>th</sup> of December, 1906  
 to Mr. Justice, and Mr  
 Justice's letter to the Coy.  
 of the 28<sup>th</sup> of Jan. 1907, were  
 confirmed by the Coy. in  
 their letter of the 18<sup>th</sup> of <sup>1907</sup> ~~1906~~ <sup>1907</sup>  
 and it would appear that  
 from that time the Coy  
 have paid the Gov<sup>t</sup> for the  
 work of delivery and  
 reception of tele. in Cornwall  
 Island.

6. I understand  
 from discussions which

DRAFT.

MINUTE.

1907

Grindle.

Read.

Masterton Smith

Truby-Gore.

of Devonshire.

have taken place with Mr.

It is general that the  
terminal rates on traffic  
originating from inland  
stations in the Colony  
and routed over the Coy's  
cable have been ~~determined~~<sup>fixed</sup>

after taking into account  
the revenue accruing to

the Govt. from the Bombasa  
revenue. It would therefore

be ~~advisable~~ for you to consider whether  
in replying to the Coy.  
~~the possibility of replying~~  
it could be ~~said~~ that  
further to the Coy. that

the surrender by the Govt.

of the revenue which it

receives from the Bombasa

traffic would involve revision

~~revisions~~ of the existing

have taken place with Mr.

It is general that the  
terminal rates on traffic  
originating from inland  
stations in the Colony  
and routed over the Coy's  
cable have been ~~detoured~~ <sup>fixed</sup> ~~to~~

after taking into account

the revenue accruing to

the Govt from the Bombara

service. <sup>It is</sup> ~~I should~~ therefore

~~suggest~~ for ~~your~~ consideration whether  
in applying to the Coy

~~the possibility of extending~~  
it could be urged ~~that~~  
~~further to the Coy that~~

the surrender by the Govt

of the revenue which it

receives from the Bombara

traffic would involve revision

~~reason~~ of the existing

rates on traffic from and to inland stations, a course which would be detrimental to the interests of the general public in Kenya and Uganda and to which therefore the Government could not agree.

7. I shall be glad to receive your observations on the suggestions contained in the foregoing paragraphs, and I would welcome any other suggestions which you or your Legal Advisers may have to offer as to the reply to be made to the Company's claim. In any event your Legal Advisers will no doubt give careful consideration to the question whether the claim now submitted could be resisted if taken to the Courts, and should they take the view that it could be resisted, the grounds on which this opinion is based should be fully stated.

8. You should also bear in

mind the fact that the present landing  
licence of the Company is due to expire on the  
1st of December 1924. I shall be glad to learn  
whether you consider that the renewal of  
this licence could be made a factor in  
negotiating with the Company, and what  
would be the effect of its non-renewal, if  
renewal were made conditional upon the  
Company renouncing any claim to deal direct  
with the public on Mombasa Island, and  
the Company refused, on such a condition,  
to proceed with the application for renewal.

2. <sup>Further</sup> Further, I may observe that on  
<sup>of detail</sup> certain points / the position is not altogether  
clear, and I have therefore to request  
that when you reply to this despatch you  
will furnish a full report on the facts of  
the case, including especially information as  
to any instances which may be known of direct  
dealing by the Company with firms or individuals  
in Mombasa Island and the conditions on which  
such dealing has been permitted, and <sup>the annual</sup> the ~~annual~~  
amount of revenue involved in the Mombasa traffic  
should also be stated.

I have, etc.

mind the fact that the present landing  
licence of the Company is due to expire on the  
1st of December 1924. I shall be glad to learn  
whether you consider that the renewal of  
this licence could be made a factor in  
negotiating with the Company, and what  
would be the effect of its non-renewal, if  
renewal were made conditional upon the  
Company renouncing any claim to deal direct  
with the public on Mombasa Island, and  
the Company refused, on such a condition,  
to proceed with the application for renewal.

<sup>Further</sup> Further, I may observe that on  
<sup>of detail</sup> certain points the position is not altogether  
clear, and I have therefore to request  
that when you reply to this despatch you  
will furnish a full report on the facts of  
the case, including especially information as  
to any instances which may be known of direct  
dealing by the Company with firms or individuals  
in Mombasa Island and the conditions on which  
such dealing has been permitted, and <sup>the annual</sup> ~~the annual~~  
amount of revenue involved in the Mombasa traffic  
should also be stated.



M. 35507/23 Kenya.

C. D. 357  
R 1 SEP.  
D

Confidential

~~SECRET~~ 4 September 1923

Sir

RAFT.

General Enq.

MINUTE.

Seel 31/8/23

Partly of [Signature]

- Davis.
- Grindle.
- Read.
- Masteron Smith.
- Tomby-Gore.
- Devonshire.

Common

With reference to the letter from the Dept. No 35507/23, of the 17<sup>th</sup> of August, I am able to inform you that he will be glad to learn at an early date whether you have any objection to offer on the terms of the proposed draft which he proposes to address to the O. A. C. of Kenya, on the subject of the claim of the Eastern and S. African Telegraph Coy. to deal direct with the public in Mombasa Island.

(Signed) G. GRINDLE

Section to make  
re sending of that  
has been received  
disregard.  
Done at 4/9/23